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18 **IN THE UNITED STATES DISTRICT COURT**  
19 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

20 Kathy Frazier, on behalf of herself and all others  
21 similarly situated,

22 Plaintiff,

23 Case No.

24 v.

25 Morgan Stanley & Co. LLC, Morgan Stanley Smith  
26 Barney LLC, and Morgan Stanley,

27 Defendants.

28 **CLASS ACTION COMPLAINT**

29 Plaintiff Kathy Frazier (“Plaintiff” or “Frazier”), on behalf of herself and all others  
30 similarly situated, by and through her attorneys, Levy Vinick Burrell Hyams LLP and Stowell &  
31 Friedman, Ltd., hereby files this Complaint of race discrimination against Defendants Morgan  
32 Stanley & Co. LLC, Morgan Stanley Smith Barney LLC, and Morgan Stanley (collectively  
33 “Defendant,” “Morgan Stanley” or “the Firm”), and states as follows:

## **I. OVERVIEW**

1. Morgan Stanley is one of the world's largest providers of financial services. The Firm employs over 16,000 registered brokers, called Financial Advisors<sup>1</sup> ("FAs"), who provide wealth management services and serve as the face of Morgan Stanley to its individual and institutional clients. Compensation and advancement opportunities available to Morgan Stanley FAs, however, vary widely depending on their race, as African Americans are systemically denied equal employment opportunities.

2. African Americans are underrepresented as FAs and in management at Morgan Stanley and are paid substantially less than their counterparts who are not African American. These disparities result from Morgan Stanley's systemic, intentional race discrimination and from policies and practices that serve no reasonable business purpose yet have a disparate impact on African Americans and segregate Morgan Stanley's workforce by race.

3. Rather than change its entrenched discrimination, Morgan Stanley has sought to quietly institute mandatory arbitration and a class action waiver. This end-run around the civil rights laws would deny all Morgan Stanley employees access to court and the ability to join together to challenge the Firm's unlawful conduct.

4. Plaintiff files this lawsuit to hold Morgan Stanley accountable, finally, for its unabated, unlawful treatment of African Americans and to achieve meaningful reform. This lawsuit is brought by Plaintiff on behalf of herself and other African American Morgan Stanley FAs who work or worked for the Firm and have been harmed by its company-wide pattern or practice of race discrimination and discriminatory policies and practices. This action seeks to

<sup>1</sup> As used herein, the term Financial Advisors includes Financial Advisor Trainees and “producing” managers, *i.e.*, those given manager titles or responsibilities but who also maintain a retail brokerage book of business.

1 make class members whole and to provide class-wide injunctive relief to end to Morgan Stanley's  
 2 discriminatory practices.

3 **II. JURISDICTION AND VENUE**

4 5. Plaintiff's claims arise under 42 U.S.C. § 1981, and this Court has jurisdiction  
 5 over this matter pursuant to 28 U.S.C. §§ 1331 and 1343.<sup>2</sup>

6 6. Venue is proper in the Northern District of California pursuant to 28 U.S.C.  
 7 §1391(b). Defendant is licensed to do business and maintains a number of branch offices in this  
 8 District and services clients who are residents of this District. The unlawful conduct alleged in  
 9 this Complaint occurred in this District and across the United States. Members of the putative  
 10 class who worked for Morgan Stanley and reside in this District have been harmed by the policies  
 11 and practices discussed herein. This case is related to the class action race discrimination case,  
 12 *Jaffe v. Morgan Stanley*, No. 3:06-cv-03903-TEH, over which this District maintains jurisdiction.  
 13  
 14 See Dkt. 300 at 8 (N.D. Cal. Sept. 29, 2015).

15 **III. PARTIES**

16 7. Morgan Stanley is a publicly traded, global financial services firm and Fortune 500  
 17 corporation incorporated in Delaware and headquartered in New York. As part of its wealth  
 18 management services, Morgan Stanley employs more than 16,000 persons nationwide as FAs to  
 19 service clients across the United States. Morgan Stanley is registered with the Securities and  
 20 Exchange Commission ("SEC") as a broker-dealer and with the Commodity Futures Trading  
 21 Commission ("CFTC") as a futures commission merchant. In 2014, Morgan Stanley's wealth  
 22 management business managed \$2 trillion in client assets, and achieved a 20% profit margin.

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25  
 26 <sup>2</sup> Plaintiff Frazier has filed a representative Charge of Discrimination with the Equal Employment  
 27 Opportunity Commission ("EEOC") and intends to amend her complaint to add individual and  
 class claims of discrimination under Title VII, 42 U.S.C. § 2000e *et seq.*, after she has exhausted  
 her administrative remedies.

8. Plaintiff Kathy Frazier is an African American woman who currently resides in California. Plaintiff was employed by Morgan Stanley as an FA in the Honolulu, Hawaii branch office from 2007 until she was constructively discharged in November 2013 because of her race.

#### **IV. FACTUAL BACKGROUND**

9. Morgan Stanley has a long history of discrimination against its brokerage workforce. In the 1970s, the Equal Employment Opportunity Commission (“EEOC”) sued Morgan Stanley’s predecessor, Dean Witter, for engaging in a class-wide pattern and practice of race and sex discrimination with respect to recruitment, hiring, assignment, training, promotion, and other terms and conditions of broker employment. *See EEOC v. Dean Witter & Co, Inc.*, Case No. 78-839 (E.D. Pa.).<sup>3</sup>

10. After decades of no progress, in June 2006, female Morgan Stanley FAs challenged unequal pay and account distributions in the class action sex discrimination lawsuit *Augst-Johnson v. Morgan Stanley & Co.*, No. 06-cv-1142 (D.D.C.). In April 2007, Morgan Stanley agreed to settle the *Augst-Johnson* case for \$46 million.

11. Around the same time, a group of 14 current and former African American Morgan Stanley FAs had notified Morgan Stanley of the pattern and practice of discrimination they had suffered at the Firm. Morgan Stanley pretended to negotiate in good faith with this group of committed employees for meaningful policy reforms. In reality, however, the Firm secretly negotiated to transform a dormant putative gender discrimination class action into a race, color and national origin class action settlement, *Jaffe v. Morgan Stanley & Co.*, No. 3:06-cv-03903-TEH (N.D. Cal.). The only class representative at the time was excluded from

<sup>3</sup> In 2001, the EEOC again sued Morgan Stanley on behalf of a class of female officers and women eligible for promotion. Morgan Stanley resolved the case in July 2004 by agreeing to a consent decree that required the Firm to pay \$54 million. *EEOC/Schieffelin v. Morgan Stanley & Co.*, 01-CIV-8421 (S.D.N.Y.).

1 negotiations, rejected the settlement and was replaced by another African American former  
 2 employee who received \$125,000 to resolve her time-barred individual claims and support the  
 3 class action settlement. Latinos were added to the *Jaffe* settlement as an afterthought and without  
 4 the presence or participation of a Latino class representative. In October 2007, Morgan Stanley  
 5 announced it would settle the transformed *Jaffe* case for \$16 million, to be distributed among a  
 6 class of 1,331 African American and Latino employees. Over substantial opposition and after  
 7 numerous hearings, the Court ultimately approved the settlement, acknowledging that the  
 8 monetary relief was “low” but relying on the programmatic relief that the parties represented  
 9 would improve opportunities for African American (and Latino) FAs.<sup>4</sup> The programmatic relief  
 10 in both the *Augst-Johnson* and *Jaffe* settlements was to expire on September 30, 2015.  
 11

12. The reforms in the *Jaffe* and *Augst-Johnson* settlements have utterly failed, and  
 13 Morgan Stanley’s discriminatory policies and practices continue in full force. Indeed, Morgan  
 14 Stanley has not complied with the consent decrees and programmatic relief to which it agreed in  
 15 two nationwide class action settlements, the race and color *Jaffe* settlement or the sex  
 16 discrimination *August-Johnson* settlement. African American FAs remain excluded from the  
 17 Firm’s racially segregated partnerships or teams (hereinafter referred to as “teams”) and continue  
 18 to have substantially lower earnings and higher attrition than white FAs. Morgan Stanley’s  
 19 performance is so abysmal that it has agreed to extend certain aspects of the programmatic relief  
 20 and consent decrees in the *Jaffe* and *Augst-Johnson* cases for an additional two years. *Jaffe*, No.  
 21 3:06-cv-03903, Dkt. 300; *Augst-Johnson*, No. 06-cv-1142, Dkt. 77. *See also Yatvin v. Madison*  
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 23

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 26<sup>4</sup> That the *Jaffe* settlement undervalued the claims was plain after the settlement, when a nearly  
 27 identical class action lawsuit against Morgan Stanley’s competitor Merrill Lynch was settled for  
 28 \$160 million, ten times the \$16 million *Jaffe* settlement, for the same number of class members.  
*See McReynolds v. Merrill Lynch*, Case No. 05-cv-6583, Dkt. 585-1, VIII.A.; 616 (N.D. Ill.).

1        *Metropolitan School District*, 840 F.2d 412, 415-16 (7th Cir. 1988) (violation of agreement  
 2        settling discrimination case could create inference of discrimination).

3            13.        Morgan Stanley has no genuine intent to reform, to provide equal opportunities to  
 4        African Americans, or to abide by the spirit of its agreements in the *Jaffe* and *Augst-Johnson*  
 5        cases. To the contrary, at the same time that Morgan Stanley agreed to extend the consent  
 6        decrees, in an effort to preclude further legal action, it embarked on a plan to deny its employees  
 7        access to court for civil rights violations and to deny its employees any ability to join together in  
 8        any forum to challenge firm-wide discrimination or achieve injunctive relief.

9  
 10          14.        In September 2015, Morgan Stanley Human Resources sent a misleading and  
 11        incomplete e-mail to its FA workforce titled “Expansion of CARE Arbitration Program.” By  
 12        failing to notice or doing nothing in response to this e-mail, employees lose their right to sue  
 13        Morgan Stanley in court or ever prosecute or participate in a class or collective action in any  
 14        forum. However, Morgan Stanley’s e-mail does not inform employees that they will lose their  
 15        right to pursue claims of discrimination in court, or even mention discrimination or civil rights  
 16        claims. The e-mail only mentions arbitration of certain unspecified claims. Nor does the e-mail  
 17        inform employees that they are being forced – without compensation or consideration – to waive  
 18        and forego forever their right to join with other employees or participate in any class action, in  
 19        arbitration or court, challenging Morgan Stanley’s policies and practices. That information can  
 20        be gleaned only by clicking on a link and then making it to page 19 of the Firm’s 22-page “CARE  
 21        Guidebook.”

22  
 23          15.        As designed, the e-mail was unnoticed by most employees and understood by even  
 24        fewer of those who waded through the Firm’s misleading disclosures.

25  
 26          16.        The timing on the extension of the consent decrees and the implementation of  
 27        mandatory arbitration and class action bans is not coincidental but a calculated attempt by  
 28

1 Morgan Stanley to continue its rampant discrimination in private and without challenge or  
2 accountability in the Court or notice by the investing public. If allowed, mandatory arbitration  
3 and class action waivers will serve to ensure that no other court will have the authority or  
4 jurisdiction to enter or oversee programmatic or class-wide injunctive relief.  
5

6 17. On September 30, 2015, Judge Henderson entered an order to continue the *Jaffe*  
7 Settlement's Programmatic Relief and to maintain jurisdiction to enforce the Settlement. At no  
8 time in presenting this Motion did Morgan Stanley inform the Court that it had interfered with  
9 class members' civil rights or access to court. The parties' stipulation also ended the Diversity  
10 Monitor's review and oversight of individual complaints of discrimination.  
11

## **V. DISCRIMINATORY EMPLOYMENT PRACTICES**

12 18. Morgan Stanley maintains strict, centralized control over its wealth management  
13 business from its company headquarters, where an all-white team of senior executives issues  
14 mandatory company policies that apply to all members of the Morgan Stanley FA and FA Trainee  
15 workforce. These include uniform, Firm-wide policies and practices that govern the Morgan  
16 Stanley FA training program, compensation plans, the formation and treatment of FA teams and  
17 pools, and the transfer, distribution, and re-distribution of client accounts.  
18

19 19. The FAs who work at Morgan Stanley's branch offices across the country advise  
20 and service the Firm's clients. Morgan Stanley compensates its FAs pursuant to uniform,  
21 nationwide compensation plans centrally issued every year. Due to the commission-based and  
22 cumulative advantage systems under which FAs and FA Trainees are evaluated and compensated,  
23 a level playing field and fair distribution of resources and business opportunities is essential.  
24 Morgan Stanley's policies and practices, however, do not create a level playing field for African  
25 Americans but result in significant racial disparities in compensation and attrition. These racial  
26 disparities are driven in large part by Morgan Stanley's discriminatory policies and practices with  
27  
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1 regard to the transfer, distribution, and re-distribution of client accounts and treatment of FA  
2 teams or pools, *i.e.*, shared accounts and books of business between FAs.

3 20. Morgan Stanley has designed, implemented and maintains uniform, company-wide  
4 teaming, pooling and account transfer and re-distribution policies and practices that segregate its  
5 workforce and discriminate against African Americans. These policies and practices have a  
6 disparate impact on African Americans that is not justified by business necessity.

7 21. Morgan Stanley maintains stereotypical views about the skills, abilities and  
8 potential of African Americans that form the basis of the policies and practices challenged by this  
9 lawsuit, which result in the segregation and differential treatment of African American FAs.  
10 Morgan Stanley maintains race-based attitudes about its clients as well as its FAs.

11 22. Under Morgan Stanley's teaming and pooling policies and practices, FAs are  
12 permitted to form teams with FAs of their choosing and combine their client accounts and books  
13 of business, subject to management approval. Morgan Stanley encourages the formation of teams  
14 and confers special policy advantages, resources, and benefits on teams and FAs on teams. Team  
15 members can receive credit for client accounts and production credits they did not generate, and  
16 teams and pools steer client assets and business opportunities to FAs and FA Trainees who would  
17 not otherwise receive these assets and opportunities. African American FAs are almost entirely  
18 excluded from favorable teams and pools. As a result of racial stereotypes and discrimination, the  
19 skills and contributions of African American FAs are not valued, and they are not selected or  
20 permitted to join teams and pools as equal partners, to their distinct disadvantage under the Firm's  
21 policies.

22 23. Morgan Stanley employs account transfer, distribution, and re-distribution  
23 policies, including its Account Redistribution Policy and Power Rankings, that disproportionately  
24 steer lucrative business opportunities to FAs and FA Trainees who are not African American.

1 The Morgan Stanley account re-distribution policy discriminates against African American FAs  
 2 and FA Trainees, including by (1) distributing lucrative client accounts to FAs based on  
 3 membership in teams and pools, from which African Americans are largely excluded, and  
 4 (2) relying on factors that have a disparate impact on African Americans and disproportionately  
 5 benefit white FAs, including “by prescribing criteria that favor the already successful – those who  
 6 may owe their success to having been invited to join a successful or promising team.”  
 7

8 *McReynolds v. Merrill Lynch*, 672 F.3d 482, 490 (7th Cir. 2012).

9 24. In sum, Morgan Stanley has and is engaged in an ongoing nationwide pattern and  
 10 practice of race discrimination and knowingly employs company-wide policies and practices that  
 11 have a disparate impact on African Americans. The Firm’s systemic discrimination against  
 12 African Americans includes, but is not limited to, the following practices:  
 13

- 14 a) Employing firm-wide teaming and pooling policies and practices that  
 15 disproportionately exclude African Americans from favorable participation  
 16 in lucrative teams and pools and result in a segregated workforce and  
 17 substantial racial disparities in earnings and attrition rates;
- 18 b) Employing firm-wide account transfer, distribution, and re-distribution  
 19 policies and practices that disproportionately steer lucrative client accounts  
 20 and other business opportunities to FAs and FA Trainees who are not  
 21 African American;
- 22 c) Employing firm-wide training policies and practices that discriminate  
 23 against African Americans and rely on factors that disproportionately harm  
 24 African American FA Trainees; and
- 25 d) Employing firm-wide compensation policies and practices that  
 26 disadvantage African Americans.

27 25. The intentional and disparate impact discrimination described above is ongoing  
 28 and constitutes a continuing violation of the civil rights laws.

29 26. The racially discriminatory policies and practices at Morgan Stanley are uniform  
 30 and national in scope. Class members relying on Plaintiff to protect their rights work or worked  
 31

1 at Morgan Stanley offices across the country and were harmed by these same policies and  
2 practices.

3 **Plaintiff and the Class Members Have Been Subjected To And Harmed By Morgan**  
4 **Stanley's Unlawful Conduct**

5 27. Like other African American FAs and FA Trainees, Plaintiff was subjected to  
6 Morgan Stanley's systemic race discrimination and suffered substantial harm.

7 28. Plaintiff was well-qualified to succeed at Morgan Stanley. Plaintiff earned a BA  
8 in Economics from Amherst College and a Master's degree in Business Administration ("MBA")  
9 from University of Pennsylvania's Wharton School of Business and had substantial financial  
10 services experience, having worked at Goldman Sachs and Merrill Lynch. Indeed, Plaintiff was a  
11 successful FA at Merrill Lynch when Morgan Stanley recruited her to join the Firm in 2007.

13 29. Despite her outstanding credentials and performance, Plaintiff was subjected to  
14 and harmed by Morgan Stanley's discriminatory policies and practices. Throughout her  
15 employment at Morgan Stanley, and pursuant to the Firm's pattern or practice of discrimination  
16 and company-wide discriminatory policies, Plaintiff was denied resources and business  
17 opportunities and treated worse than similarly situated employees who are not African American.  
18 Among other things, Plaintiff was excluded from favorable pooling and teaming opportunities  
19 and denied lucrative account transfers and distributions when FAs with substantial books of  
20 business retired or left the Firm. FAs who were not African American were allowed to participate  
21 in account distributions and received substantial client accounts. When Plaintiff complained  
22 about her treatment and exclusion, she suffered retaliation.

24 30. Due to ongoing and escalating discrimination and retaliation, Plaintiff had no  
25 choice but to leave Morgan Stanley in 2013. Plaintiff again tried to address the discrimination  
26 she had faced and complained to the Diversity Monitor assigned by the Court under the *Jaffe v.*  
27 *Morgan Stanley* race discrimination class settlement, Mr. Fred Alvarez. Plaintiff does not believe  
28

1 any investigation was conducted, and she received no meaningful response or relief from her  
 2 efforts to seek assistance and reform. Plaintiff also reached out to the Diversity Monitor assigned  
 3 pursuant to the *Augst-Johnson* settlement, who confirmed the disparity in account distributions  
 4 but took no corrective action.  
 5

6 31. Plaintiff was a class member in the *Jaffe* race discrimination class action and the  
 7 *Augst-Johnson* sex discrimination class action, and was a current FA for Morgan Stanley at the  
 8 time of those settlements who was entitled to and should have benefitted from the programmatic  
 9 relief. Plaintiff seeks reinstatement and so has a continuing interest in the *Jaffe* Settlement. Not  
 10 only did Plaintiff receive no benefit from the settlements, she was affirmatively harmed by the  
 11 Firm's flouting its obligations and its refusal to comply with the Court-ordered programmatic  
 12 relief. As just one example, Plaintiff's requests of management to see actual account  
 13 redistributions were flatly denied, in contravention of the *Jaffe* Settlement's terms. *Jaffe v.*  
 14 *Morgan Stanley*, No. 3:06-cv-03903-TEH (N.D. Cal.), Dkt. 281-1, VII.D.2.c., at 21 ("The actual  
 15 re-distribution of a departing Financial Advisor's book will be made available to a Financial  
 16 Advisor in the Branch confidentially upon request...."). Predictably, she suffered retaliation by  
 17 virtue of this request.  
 18

19 32. Plaintiff lost substantial clients and earnings due to Morgan Stanley's conduct and  
 20 her career has been irreparably damaged. Plaintiff, and other African American FAs and FA  
 21 Trainees, lost wages and other benefits, suffered emotional distress and other nonpecuniary  
 22 losses, and her career was irreparably injured as a result of Morgan Stanley's conduct. Morgan  
 23 Stanley's actions have caused and continue to cause Plaintiff and the putative class members  
 24 substantial losses in earnings and other employment benefits, in an amount to be determined by a  
 25 jury.  
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## **VI. CLASS ALLEGATIONS**

33. Plaintiff brings this action pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of a class of African Americans who worked for Morgan Stanley as FA Trainees or FAs and who were subjected to discrimination by Morgan Stanley due to their race. All requirements of class certification are met by the proposed class.

34. The class of African American employees and former employees is so numerous that joinder of all members is impracticable. Fed. R. Civ. P. 23(a)(1).

35. There are questions of law and fact common to the class, and those questions can and should be resolved in a single proceeding that furthers this litigation. Fed. R. Civ. P. 23(a)(2).

36. The claims alleged by Plaintiff are typical of the claims of the class. Fed. R. Civ. P. 23(a)(3).

37. Plaintiff will fairly and adequately represent and protect the interests of the class. Fed. R. Civ. P. 23(a)(4).

38. The issues of determining liability and equitable relief, among other issues, are appropriate for issue certification under Rule 23(c)(4), as are other common issues.

39. The proposed class also meets the requirements for certification under Rule 23(b)(2) and/or Rule 23(b)(3). The questions of law and fact common to the members of the class predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy. Fed. R. Civ. P. 23(b)(3).

## COUNT I

**RACE DISCRIMINATION IN VIOLATION OF  
42 U.S.C. SECTION 1981**

40. Plaintiff, on behalf of herself and those similarly situated, realleges paragraphs 1 through 39 and incorporates them by reference as though fully stated herein as part of Count I of this Complaint.

41. Section 1977 of the Revised Statutes, 42 U.S.C. § 1981, as amended, guarantees persons of all races the same right to make and enforce contracts, regardless of race. The term “make and enforce” contracts includes the making, performance, modification, and termination of contracts, and the enjoyment of all benefits, privileges, terms, and conditions of the contractual relationship.

42. Morgan Stanley maintained a nationwide set of uniform, discriminatory employment practices and engaged in a pattern or practice of systemic race discrimination against African Americans that constitutes illegal intentional race discrimination in violation of 42 U.S.C. § 1981.

43. Plaintiff and all those similarly situated were subjected to and harmed by Morgan Stanley's systemic and individual discrimination.

## **COUNT II**

**RETALIATION IN VIOLATION OF  
42 U.S.C. SECTION 1981**

44. Plaintiff realleges paragraphs 1 through 39 and incorporates them by reference as though fully stated herein as part of Count II of this Complaint.

45. Plaintiff alleges that she suffered retaliation and harm because of her protected activity, in violation of 42 U.S.C. § 1981.

## **COUNT III**

## **BREACH OF CONTRACT**

46. Plaintiff, on behalf of herself and those similarly situated, realleges paragraphs 1 through 39 and incorporates them by reference as though fully stated herein as part of Count III of this Complaint.

47. Plaintiff is a class member in the *Jaffe v. Morgan Stanley* settlement class approved by this Court, which constitutes a binding contract between Defendant and the *Jaffe* class. As such, Plaintiff is a party to and beneficiary of the *Jaffe* Settlement.

48. By failing to abide by the terms of the Programmatic Relief in the *Jaffe* Settlement, Defendant breached the terms of the Settlement Agreement.

49. Plaintiff was harmed by Defendant's breach of the terms of the *Jaffe* Settlement.

## PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court find against Defendant as follows:

- a. Certify this case as a class action;
- b. Designate Plaintiff as Class Representative and designate Plaintiff's counsel of record as Class Counsel;
- c. Declare that Morgan Stanley's acts, conduct, policies and practices are unlawful and violate 42 U.S.C. § 1981 and 42 U.S.C. § 2000e *et seq.*;
- d. Declare that Morgan Stanley engages in a pattern and practice of racial discrimination against African Americans and employs policies and practices that have an unlawful disparate impact on African Americans;

- 1 e. As part of this Court's ongoing supervision of the *Jaffe* Settlement and Consent
- 2 Decree, enjoin Morgan Stanley from implementing mandatory arbitration and
- 3 class action waivers of civil rights and discrimination claims;
- 4 f. Order Plaintiff and all others similarly situated reinstated to their appropriate
- 5 positions, promotions and seniority, and otherwise make Plaintiff whole;
- 6 g. Award Plaintiff and all others similarly situated the value of all compensation and
- 7 benefits lost and that they will lose in the future as a result of Morgan Stanley's
- 8 unlawful conduct;
- 9 h. Award Plaintiff and all others similarly situated compensatory and punitive
- 10 damages;
- 11 i. Award Plaintiff and all others similarly situated prejudgment interest and
- 12 attorneys' fees, costs and disbursements, as provided by law;
- 13 j. Award Plaintiff and all others similarly situated such other make whole equitable,
- 14 injunctive and legal relief as this Court deems just and proper to end the
- 15 discrimination and fairly compensate Plaintiff;
- 16 k. Award Plaintiff and all others similarly situated such other relief as this Court
- 17 deems just and proper.
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**DEMAND FOR A JURY TRIAL**

Plaintiff hereby demands a jury trial as provided by Rule 38(a) of the Federal Rules of Civil Procedure.

Respectfully submitted on behalf of Plaintiff and those similarly situated,

By: /s/ Sharon R. Vinick

Sharon R. Vinick

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By: /s/ Suzanne E. Bish

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